



Order under Section 69 Residential Tenancies Act, 2006

Citation: High Park Bayview Inc v Turhan, 2026 ONLTB 24059

Date: 2026-04-02

File Number: LTB-L-105988-25

In the matter of: 1707, 50 HIGH PARK AVE
TORONTO ON M6P0B4

Between: High Park Bayview Inc Landlord

And

Tayfun Turhan Tenant

High Park Bayview Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Tayfun Turhan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 2026.

The Landlord's representative, Faith McGregor, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,161.68. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$103.95. This amount is calculated as follows: \$3,161.68 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$13,875.06.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$3,161.68 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$92.87 is owing to the Tenant for the period from January 1, 2025 to March 17, 2026.

Relief from Eviction

10. The Landlord sought a standard 11-day order to terminate the tenancy and evict the Tenant if he does not void this Order in the prescribed time. The Landlord testified that they emailed the Tenant on December 17, 2025 to discuss a payment plan, but received no response. The residential complex is a multi-unit complex and when rent payments fall short, the Landlord must redirect money from other sources to cover expenses. The margins are extremely narrow.
11. The Tenant is an elderly man who lives with his wife in the rental unit. He was diagnosed in November 2025 and is being treated for Stage 2 cancer. He is in considerable pain and sleeps much of the day. As result, he is unable to work. No medical documentation was disclosed.
12. His wife is a newcomer and is not working either.
13. He testified that he receives \$1400.00 biweekly from his benefits, but did not provide income statements. He has a car, which he has stopped driving, for which he pays \$308/monthly and \$180 for insurance. In addition, he spends \$150 on public transit, \$100-200 on phone and internet and \$1500 on credit cards. His wife also has a credit card, but he did not know the balance. He did not include food or utilities in his calculations. It is clear from his testimony that he cannot afford the rent.
14. There is a last month's rent deposit on file, so there is minimal prejudice to the Landlord if the Board were to delay eviction by two weeks.
15. I note that the Tenants have not made any good faith payments since the application was filed.
16. The Landlord testified that the rent will increase May 1, 2026. The Tenant requests a delay until the first week of May so that he can obtain his health benefits, but has not documented what they will be or when they will arrive exactly.
17. Given the Tenant's fragile age and medical state, the lack of payments, and the uncertainty around his benefits on the one hand, but weighing both the expected rent increase and the prejudice to the Landlord on the other, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$17,222.74 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 1, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,411.98. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$103.95 per day for the use of the unit starting March 18, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026 the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 1, 2026.

April 2, 2026
Date Issued

Vanessa Davies
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 2, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$17,036.74
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,222.74

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 1, 2026

Rent Owing To May 31, 2026	\$20,198.42
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,384.42

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,480.53
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,161.68
Less the amount of the interest on the last month's rent deposit	- \$92.87
Total amount owing to the Landlord	\$9,411.98
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$103.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	